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**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA**

JASVIR KAUR DOSANJH, an  
individual,

Plaintiff,

vs.

ROMESH WADHWANI, an  
individual; HARKAMALJIT HAS  
DOSANJH, an individual; EYC  
ACQUISITION CORPORATION, a  
Delaware corporation; SYMPHONY  
TECHNOLOGY GROUP, LLC, a  
Delaware limited liability company;  
and Does 1 through 10 inclusive,

Defendants.

Case No.:

**PLAINTIFF'S COMPLAINT FOR:**

1. FRAUDULENT  
INDUCEMENT
2. FRAUD BY INTENTIONAL  
MISREPRESENTATION
3. FRAUD BY CONCEALMENT
4. NEGLIGENT  
MISREPRESENTATION
5. CIVIL CONSPIRACY

**DEMAND FOR JURY TRIAL**

Plaintiff Jasvir Kaur Dosanjh, an individual, by and through her counsel of record, brings this Complaint and alleges upon knowledge about her own actions, and upon information and belief to all other matters, against Defendants Romesh Wadhvani, an individual, Harkamaljit Has Dosanjh, an individual, EYC

Acquisition Corporation, a Delaware corporation, Symphony Technology Group, a Delaware limited liability company, and DOES 1 through 10, inclusive (collectively “Defendants”), as follows:

**I. PARTIES**

1. Plaintiff Jasvir Kaur Dosanjh (“Plaintiff” or “Jas”) is, and at all times herein mentioned was, an individual residing in Camberley, England.

2. Defendant Dr. Romesh Wadhwani (“Wadhwani”) is, and at all times herein mentioned was, an individual residing in Palo Alto, California.

3. Defendant Harkamaljit Has Dosanjh (“Dosanjh”) is, and at all times herein mentioned was, an individual residing in London, England.

4. Defendant EYC Acquisition Corporation (“EYC Acquisition”), is, and at all times herein mentioned was, a corporation organized and existing under the laws of the State of Delaware, with its principal place of business at 2475 Hanover Street, Palo Alto, County of Santa Clara, California 94304.

5. Defendant Symphony Technology Group, LLC (“STG”) is, and at all times herein mentioned was, a limited liability company organized and existing under the laws of the State of Delaware, with its principal place of business at 2475 Hanover Street, Palo Alto, County of Santa Clara, California 94304.

6. Plaintiff is unaware of the true names or capacities, whether individual, corporate, associate, or otherwise, of defendants DOES 1 through 10, inclusive, and therefore sues these defendants, and each of them, by fictitious names. Plaintiff will seek leave of Court to amend her Complaint to allege the true names and capacities of the defendants named herein as DOES 1 through 10, inclusive, when those names and capacities have been ascertained. Plaintiff is informed and believes, and based thereon alleges, that each of the fictitiously named defendants is liable and responsible in some manner for the claims, demands, losses, acts, and damages alleged herein.

7. Plaintiff is informed and believes, and based thereon alleges, that in

conducting the acts alleged herein, each of the Defendants was acting for himself or itself and was acting as the agent, employee, and/or representative of each of the other defendants within the course and scope of such agency, employment, and/or representation. Plaintiff is further informed and believe, and based thereon alleges, that the acts and conduct of each of the Defendants as alleged herein were known to, authorized, and ratified by each of the other defendants.

8. Plaintiff is informed and believes, and based thereon alleges, that each of the Defendants aided and abetted one another by providing substantial encouragement and/or assistance in doing the acts alleged herein, with knowledge of the wrongful nature of the conduct and the harm to Plaintiff that would result therefrom. There is, and was, a substantial causal connection between the conduct of the aider and abettor and the harm to Plaintiff, and the encouragement and/or assistance was a substantial factor in causing the resulting harm. As a result, Defendants are not only liable for their direct torts and tortious conduct but are secondarily liable to Plaintiff as a result of their aiding and abetting.

9. Plaintiff is informed and believes, and based thereon alleges, that the alter-ego doctrine and single-enterprise rule should apply because there exists, and at all times herein mentioned there existed, a unity of interest and/or ownership of and between Defendants and DOES 1 through 10, inclusive, such that any individuality and separateness of each Defendant has ceased.

## **II. JURISDICTION AND VENUE**

10. This Court has subject matter jurisdiction under 28 U.S.C. § 1332 based on diversity because Plaintiff and each Defendant are citizens of different states and the amount in controversy exceeds the sum or value of \$75,000.

11. Venue is proper pursuant to 28 U.S.C. § 1391(b) because a substantial part of the events or omissions giving rise to the claim occurred in this judicial district.

12. Venue is also proper pursuant to 28 U.S.C. § 1391(c) because

1 Defendant Wadhwani resides in this judicial district and Defendant EYC  
2 Acquisition has or had its principal places of business in this judicial district.

3 13. This Court has personal jurisdiction over each Defendant because  
4 each Defendant purposefully directed its activities at the State of California,  
5 specifically, (a) each Defendant either resides in, has its principal place of  
6 business in, or is doing business continuously in the State of California and this  
7 judicial district, (b) a substantial part of the wrongful acts committed by each  
8 Defendant occurred in the State of California and this judicial district, and (c)  
9 each Defendant knows that the damages and other harmful effects of its activities  
10 occurred in the State of California and this judicial district.

### 11 **III. FACTUAL ALLEGATIONS**

12 14. Jas and Dosanjh are citizens of the United Kingdom. Jas and Dosanjh  
13 were previously married, and their divorce was final in January 2011. Yet, the  
14 parties continued to litigate certain issues before the court through 2020.

15 15. In or about October 2003, during their marriage, Jas and Dosanjh  
16 started a company named EYC Limited (“EYC Limited”).

17 16. EYC Limited was a corporation organized and existing under the  
18 laws of the United Kingdom with its principal place of business in Richmond,  
19 England.

20 17. At first, Jas and Dosanjh jointly owned the majority of the shares in  
21 EYC Limited, and their business associate and Dosanjh’s best friend held the  
22 remaining minority interest.

23 18. EYC’s business consisted of collecting grocery store loyalty card  
24 information and tracking the products consumers purchased. EYC’s grocery store  
25 clientele used this information to improve their marketing to their customers.

26 19. In or about December 2004, EYC Limited signed a lucrative contract  
27 with Safeway to provide the U.S.-based grocery store chain a new way to address  
28 its customer needs.

1           20. On or about July 25, 2005, Dosanjh incorporated a new company  
2 named EYC USA, Inc. (“EYC USA”). EYC USA was a Delaware corporation  
3 with its principal place of business in Pleasanton, California.

4           21. According to documents filed by Dosanjh in the divorce proceeding:  
5 “EYC USA was established to provide administration for EYC’s growing USA  
6 employee base.”

7           22. On or about July 6, 2005, Dosanjh formed a holding company in the  
8 United Kingdom named EYC Group Limited (“EYC Group”). EYC Group was a  
9 holding company for both EYC Limited and EYC USA.

10          23. According to Dosanjh’s court documents and corporate records for  
11 EYC Group, as of December 2006, Dosanjh owned a majority interest, Jas owned  
12 a minority interest, and Mr. Sheedy was removed as a shareholder.

13          24. According to Dosanjh’s Narrative, in or about August 2007, EYC  
14 USA opened an office in Pleasanton, California to better service its main client, a  
15 nationally recognized grocery store chain.

16          25. In October 2008, Jas initiated divorce proceedings in England.

17          26. Jas was represented by Payne Hicks Beach (“PHB”), a law firm  
18 based in London.

19          27. Throughout the divorce proceedings, Dosanjh and his legal  
20 representatives falsely claimed EYC Group was not worth anything.

21          28. Dosanjh falsely represented that EYC Group was “severely cash  
22 strapped,” that “EYC is in the worst financial position it has ever faced,” that  
23 “EYC is facing administration in December 2009,” and that he and his senior  
24 team were trying to “move the company away from the verge of administration,”  
25 which is the term for bankruptcy in England.

26          29. Despite Dosanjh’s claims that EYC Group was on the verge of  
27 bankruptcy, Dosanjh rejected at least seven multi-million dollar offers to sell EYC  
28 Group.

1           30. For example, a multinational professional services company  
2 headquartered in Dublin, Ireland, submitted two Letters of Intent between August  
3 and November 2008 to purchase EYC Group for \$35,000,000 to \$40,000,000.

4           31. Despite the fact Jas held a minority ownership in EYC Group,  
5 Dosanjh cut Jas out of these negotiations.

6           32. In or about January 2009, Dosanjh's business associate emailed him  
7 and asked whether Dosanjh wanted to reject the offer at \$35,000,000.00. The  
8 email stated: "Is it a 'no' at the current price or a 'no' at any price? Understand  
9 there are other issues as well."

10          33. Dosanjh responded by e-mail: "The other issues that make price  
11 irrelevant."

12          34. Dosanjh's response – that a purchase price of \$35,000,000.00 was  
13 "irrelevant" – underscores just how far he would go to prevent Jas from receiving  
14 a single penny as EYC Limited's co-founder.

15          35. Dosanjh emailed Jas on February 20, 2009: "I am going to fight hard  
16 now for EVERYTHING. I'm going to save my kids from the manipulative  
17 horrible mother that you are."

18          36. In a subsequent voicemail on February 22, 2009, Dosanjh told Jas:  
19 "I'm now gonna fight really hard, if my lawyers ain't gonna do it then I'm gonna  
20 find ones that are yeah but you are just taking the piss now. . . I'm about to break  
21 but not gonna break before I take you all the way to the cleaners . . . I've got  
22 nothing to lose."

23          37. In or about July 2009, Dosanjh started negotiations with Defendant  
24 Wadhwani to sell EYC Group to Wadhwani's company, SymphonyIRI, a  
25 competitor of EYC Group.

26          38. According to Dosanjh's Affidavit filed in the divorce proceeding on  
27 or about November 4, 2009, Dosanjh believed that "IRI through its parent  
28 Symphony made contact with EYC when it discovered that it was going to lose

1 the Ahold business and it was apparent EYC could win. The Chairman of  
2 Symphony, Mr. Romesh Wadhwani, contacted me directly on July 27<sup>th</sup> 2009 to  
3 discuss an opportunity.”

4 39. According to Dosanjh’s Affidavit, on August 5, 2009, Dosanjh met  
5 with Wadhwani and SymphonyIRI’s Chief Executive Officer regarding the  
6 potential sale for two days in August 2009, where he asked Wadhwani to “write  
7 up his merger proposals.”

8 40. In an email dated August 8, 2009, Wadhwani emailed Dosanjh the  
9 “Draft Agreement Framework with EYC” that “makes Symphony-IRI Group +  
10 EYC the premier global provider of solutions and services for shopper  
11 marketing/loyalty.”

12 41. In the same email on August 8, 2009, Wadhwani confirmed that  
13 Dosanjh would receive shares of his company.

14 42. In his email, Wadhwani provided “Example Outcomes” showing the  
15 potential value of the sale to Dosanjh would be in the millions of dollars.

16 43. The emails between Dosanjh and Wadhwani between August 8, 2009  
17 and August 13, 2009 included their negotiations for Dosanjh to receive shares as  
18 part of the sale. In one email, Dosanjh states: “I want to contribute more and get  
19 more stock.”

20 44. These negotiations between Dosanjh and Wadhwani regarding the  
21 terms of the EYC sale to Symphony were not disclosed initially to Jas or PHB in  
22 the divorce proceedings.

23 45. Critically, in emails between September 6 and September 7, 2009,  
24 Dosanjh and one of EYC Group’s employees exchanged revisions and comments  
25 to Wadhwani’s “Letter of Intent for The Purchase of EYC by The Symphony IRI  
26 Group.” (“Letter of Intent”).

27 46. In the revisions, Dosanjh deleted his name as a key employee who  
28 would receive IRI’s stock and his post-acquisition role as Chairman of the new



1 company, SymphonyEYC Group, and as Executive Vice President of SIG.

2 47. In revised comments, Dosanjh's future employment status was  
3 replaced with the following sentence: "The status of employment for Has Dosanjh  
4 shall be decided after the conclusion of personal matters."

5 48. This incriminating document was not disclosed initially to Jas or  
6 PHB in the divorce proceedings.

7 49. One month later, in or about October 2009, Jas sought an injunction  
8 from the UK court to prohibit Dosanjh from selling EYC Group to STG without  
9 including her in the negotiations.

10 50. The UK Court granted the injunction and ordered Dosanjh and his  
11 attorneys to produce all documents relating to his negotiations with Wadhwani.

12 51. The court also ordered Dosanjh and his lawyers to produce all  
13 documents relating to his negotiations with Wadhwani.

14 52. On October 26, 2009, Jas's attorneys sent a letter to Wadhwani that  
15 enclosed the court's injunction order prohibiting the sale of EYC without  
16 including Jas in the negotiations.

17 53. In a massive "data dump" to Jas's attorneys in response to the  
18 injunction, Dosanjh and his attorneys buried the incriminating emails and  
19 revisions to Wadhwani's Letter of Intent among thousands of documents.

20 54. Dosanjh and Wadhwani continued to e-mail each other regarding a  
21 pitch for their new company "Symphony EYC" to one of EYC Group's most  
22 profitable clients. Dosanjh also told Wadhwani that he had announced the future  
23 STG-EYC merger to at least three senior employees.

24 55. Despite the UK Court's injunction, Jas was not included in any of  
25 these negotiations.

26 56. In an email dated January 18, 2010, Wadhwani told Dosanjh: "I am  
27 twice as determined to succeed in the shopper analytics/shopper  
28 marketing/shopper relationship management/precision direct marketing space so



1 long as you are still committed to our partnership. I am fully committed to the  
2 success of SymphonyEYC on a global basis, whatever it takes, with your  
3 support.”

4 57. As proof of his commitment, Wadhwani formed Defendant EYC  
5 Acquisition for the purpose of purchasing EYC Group.

6 58. Although Dosanjh knew Wadhwani was fully committed to  
7 purchasing EYC Group, Dosanjh provided false and misleading updates to Jas and  
8 PHB that EYC was on the verge of bankruptcy.

9 59. Specifically, in an email to Jas and her lawyers dated August 25,  
10 2010, Dosanjh expressed doubt as to “EYC’s ability to survive the future” and  
11 stated: “For me, as I have pointed out to you on many occasions, I need to get a  
12 second job to support my basic needs.”

13 60. Between November 2009 and February 2010, Dosanjh falsely  
14 represented by e-mail to Jas and her attorneys that Wadhwani’s offer to give  
15 bonus shares to Dosanjh, as reflected in their negotiations between August and  
16 September 2009, was no longer on the table.

17 61. Wadhwani also made false representations to Jas regarding the value  
18 of EYC Group and the deal terms. On or about February 4, 2010, Jas met with  
19 Wadhwani in person, during which Wadhwani told Jas that he had no idea she co-  
20 founded EYC Group, and that he would ensure the deal terms were fair to her.  
21 Wadhwani also falsely promised Jas that there would be truth and transparency in  
22 STG’s acquisition of EYC Group, and that any questions Jas and her lawyers had  
23 regarding Dosanjh’s salary, bonus, shares, would be answered truthfully.

24 62. On or about September 24, 2010, Jas received a telephone call from  
25 Wadhwani, during which Wadhwani offered Jas trivial sum for her minority  
26 interest, plus legal fees. When Jas told him she thought her shares were worth  
27 more, Wadhwani told her EYC Group was not worth anything of value and there  
28 were other companies better than EYC Group. When Jas asked him why he had

1 been trying to purchase EYC Group for more than one year if it was not valuable,  
2 Wadhwani mumbled something about changing market values.

3 63. On or about September 29, 2010, Jas received another telephone call  
4 from Wadhwani, during which Wadhwani again represented to Jas that EYC  
5 Group was not worth anything and that it would be in bankruptcy within days if  
6 Jas continued to object to the sale. Wadhwani asked Jas if she really wanted all of  
7 EYC Group's employees to lose their jobs and homes because of her. Jas told  
8 Wadhwani that she believed her minority interest was worth more than he was  
9 offering, and she also wanted shares of the new company. Wadhwani informed  
10 her that he would have STG's Financial Director contact her the next day.

11 64. On or about September 30, 2010, Dosanjh's lawyer emailed Jas's  
12 lawyer and gave a "Final offer" for Jas to sell her minority interest in EYC Group  
13 to STG. The offer was only open until 12 p.m. the following day.

14 65. The email stated the offer was based on information from Dosanjh  
15 that "EYC remains loss-making" and "has not been able to meet its payroll  
16 commitments this month (September)." The email also stated: "In the absence of a  
17 deal being struck in very short order it is Symphony's understanding that EYC  
18 Group Ltd. and EYC Limited will have no option but to file for administration or  
19 liquidation in order to minimise losses to creditors. Has Dosanjh has indicated  
20 that such a filing could happen as early as Friday."

21 66. On October 4, 2010, the UK Court entered an order authorizing the  
22 negotiations of the sale of EYC Group to STG.

23 67. On October 6, 2010, in reliance on the continuous and repeated  
24 misrepresentations by Dosanjh and Wadhwani about the negligible value of EYC  
25 Group and its impending bankruptcy, Jas believed she had no choice but to sell  
26 her minority interest pursuant to her sale agreement.

27 68. Pursuant to the agreement, Jas sold her minority interest in EYC  
28 Group to Symphony-nominated purchaser, EYC Acquisition, for less than its

1 market value.

2 69. The agreement defines the “Purchaser’s Group” to include EYC  
3 Acquisition, STG, STG-II, and all of its subsidiaries.

4 70. The same day, October 6, 2010, Dosanjh also executed a sale  
5 agreement to sell his majority interest in EYC Group to EYC Acquisition, for next  
6 to nothing.

7 71. Dosanjh also executed a “Consultancy Agreement” with EYC  
8 Limited in which he would receive a healthy salary per year.

9 72. On or about October 8, 2010, STG made the formal announcement  
10 that STG acquired EYC Group.

11 73. In January 2011, the UK Court entered the final Order of Dissolution  
12 between Jas and Dosanjh (“Divorce Order”). Among other things, Dosanjh was  
13 ordered to pay Jas a monthly amount and included 15% of his bonus payments,  
14 which was defined as: (1) cash bonus payments received by Dosanjh as a result of  
15 any consultancy or employment contract; and (2) any cash received by Dosanjh as  
16 a result of the sale of stock granted, by way of grant or option, as a result of any  
17 consultancy or employment contract.

18 74. Importantly, Dosanjh represented to the UK Court that he had  
19 received no bonus payments, including no cash resulting from any sale of stock.

20 75. The Divorce Order included a table that was prepared by one of  
21 Dosanjh’s employees and the court-appointed accountant, Mr. Walton Dodge,  
22 who later admitted in documents filed with the UK Court that he had not verified  
23 the information provided to him by Dosanjh or Dosanjh’s employee.

24 76. The table purported to show millions of dollars in losses for EYC’s  
25 year-end balance sheets.

26 77. Despite Dosanjh’s representations that EYC was losing money and  
27 going into bankruptcy, the true fact was that EYC Group was extremely  
28 profitable. Indeed, after its sale to STG, EYC Group continued to be profitable

1 under the Symphony umbrella.

2 78. On or about August 4, 2011, Dosanjh entered into a Consultancy  
3 Agreement with EYC Ltd., based in the United Kingdom, and EYC, Inc., based in  
4 the United States, which provided for the grant of stock options to Dosanjh.

5 79. In or about December 2012, STG merged two companies to create  
6 SymphonyEYC (“SymphonyEYC”).

7 80. In or about January 2013, STG formed a new company named  
8 SymphonyEYC Cayman Limited (“Symphony Cayman”), which was organized  
9 and existing under the laws of the Cayman Islands.

10 81. On or about March 22, 2013, Dosanjh entered into an Employment  
11 Agreement effective as of January 1, 2013 with SymphonyEYC, whereby  
12 Dosanjh was employed as Executive Vice President with a substantial base salary.

13 82. Dosanjh’s Employment Agreement with SymphonyEYC also  
14 provided him with stock options that were equal to 2.5% of all shares in  
15 Symphony Cayman. On information and belief, Dosanjh currently owns 5% of  
16 stocks in Symphony Cayman.

17 83. On or about June 3, 2014, Dosanjh’s Employment Agreement with  
18 SymphonyEYC was terminated.

19 84. Despite the Divorce Order requiring Dosanjh to disclose to Jas and  
20 her attorneys that he received stock, by way of grant or option, through his  
21 consultancy and employment agreements, Dosanjh falsely represented to Jas and  
22 her attorneys that he never received stock options from these agreements.

23 85. In or about June 2018, Jas e-mailed Dosanjh asking him if he had  
24 received stock in one of Wadhwani’s companies when EYC was sold in 2010. In  
25 response, Dosanjh remarked that he did receive stock as part of the sale.

26 86. When Jas attempted to recover Dosanjh’s e-mail, she discovered it  
27 had been permanently deleted. On information and belief, Dosanjh previously  
28 gained unauthorized access to Jas’s emails and had done so again to delete his

1 self-incriminating email.

2 87. One month later, in July 2018, Jas re-opened the divorce case in the  
3 UK in order to address Dosanjh's payments were in arrears. During this time, Jas  
4 also investigated Dosanjh's statement to her that he received stock as part of the  
5 EYC sale, which was not previously disclosed to Jas or her attorneys.

6 88. Between July 2018 and May 2020, the UK Court held hearings that  
7 ultimately concluded with Dosanjh denying that he ever received anything from  
8 stocks and denying that he had ever received any shares.

9 89. On or about May 29, 2020, the UK Court issued an amended Divorce  
10 Order which, among other things, extinguished Dosanjh's obligation to pay Jas a  
11 portion of his bonus payments, which included any cash received by Dosanjh  
12 from the sale of stock granted to him in connection with his consultancy  
13 agreements and employment contracts.

14 90. In or about February 2020, Jas discovered an article dated June 1,  
15 2011 regarding the announcement by IRI, which was SymphonyIRI at the time,  
16 that New Mountain had completed its majority investment in the company.

17 91. The article stated that, *as early as August 2010*, STG's management  
18 team had invited New Mountain "to consider an investment in the company as a  
19 long-term, strategic, private equity partner."

20 92. The article also stated that New Mountain's investment made it the  
21 majority shareholder in SymphonyIRI, while STG maintained a "significant"  
22 equity position.

23 93. Upon learning about the negotiations between New Mountain and  
24 SymphonyIRI that occurred as early as August 2010, Jas believed the only way  
25 Dosanjh would have sold his majority interest in EYC Group to STG for next to  
26 nothing two months later was that there was a side deal for him to receive a  
27 significant interest in Wadhwani's companies in connection with the sale.

28 94. Importantly, Dosanjh rejected *at least seven previous offers* to sell

1 EYC Group for a much higher price.

2 95. As he admitted by voicemail and text message to Jas, Dosanjh was  
3 committed to making sure Jas would not receive any financial benefit from selling  
4 her minority interest in EYC Group.

5 96. In pursuit of this commitment, Dosanjh misrepresented the true value  
6 of the company and sold his majority interest to STG, with the knowledge that he  
7 would receive a substantial interest in Wadhwani's companies.

8 97. Defendants concealed the material facts about SymphonyIRI's  
9 negotiations with New Mountain so that Jas would execute an agreement to sell  
10 her minority interest in EYC Group for less than its value.

11 98. On information and belief, Defendants also concealed the material  
12 fact that Wadhwani and Dosanjh agreed, as part of STG's acquisition of EYC  
13 Group, Dosanjh would receive a substantial interest in Wadhwani's companies.

14 **FIRST CAUSE OF ACTION – FRAUDULENT INDUCEMENT**

15 99. Plaintiff realleges and incorporates herein by reference each and  
16 every prior allegation as though fully set forth herein.

17 100. Defendants are liable for fraudulent inducement.

18 101. Dosanjh made specific misrepresentations to Jas, through  
19 communications by e-mail and in court filings, as follows:

20 a. On or about August 17, 2009, Dosanjh filed his Narrative with  
21 the UK Court, wherein he falsely represented that EYC Group was "severely cash  
22 strapped," and that he and his senior team were trying to "move the company  
23 away from the verge of administration," which is the term for bankruptcy in  
24 England.

25 b. On November 4, 2009, Dosanjh executed and filed his  
26 Affidavit with the UK Court, wherein he falsely represented that "EYC is in the  
27 worst financial position it has ever faced" and that "EYC is facing administration  
28 in December 2009. We have 6 weeks left."

c. In an email to Jas dated August 25, 2010, Dosanjh falsely represented that EYC lost one of its most profitable clients when in fact, Dosanjh and Wadhwani were pitching the company with marketing materials branded “Symphony EYC.”

d. In the same email to Jas, Dosanjh falsely cast doubt on “EYC’s ability to survive the future” and falsely represented that he needed “to get a second job to support my basic needs.”

e. Between November 2009 and February 2010, Dosanjh falsely represented by e-mail to Jas and her attorneys that Wadhwani’s deal term to give bonus shares to Dosanjh, as reflected in their negotiations between August and September 2009, was no longer on the table.

f. In or about October 2018 and August 18, 2019, Dosanjh falsely represented by e-mail to Jas and her attorneys that he never received stock or stock options from any of his consultancy or employment agreements.

102. Wadhwani made specific misrepresentations to Jas, through communications by telephone and in-person meetings, as follows:

a. On or about February 4, 2010, Jas had an in-person meeting with Wadhwani, during which Wadhwani told Jas that he had no idea that she co-founded EYC Group, and that he would ensure the deal was fair to her. Wadhwani promised Jas there would be truth and transparency in STG’s acquisition of EYC Group, and that any questions Jas and her lawyers had regarding Dosanjh’s salary, bonus, shares, would be answered truthfully.

b. On or about September 24, 2010, Jas received a telephone call from Wadhwani, during which Wadhwani made an offer for her shares. When Jas told him she thought her shares were worth more, Wadhwani told her that EYC Group was not worth anything of value and there were other companies better than EYC Group. When Jas asked him why he had been trying to purchase EYC Group for more than one year if it was not valuable, Wadhwani mumbled



1 something about changing market values.

2 c. On or about September 29, 2010, Jas received another  
3 telephone call from Wadhwani, during which Wadhwani again represented to Jas  
4 that EYC Group was not worth anything and that it would be in bankruptcy within  
5 days if Jas continued to object to the sale. Wadhwani asked Jas if she really  
6 wanted all of EYC Group's employees to lose their jobs and homes because of  
7 her. Jas told Wadhwani that she believed her interest was worth more than he was  
8 offering, and she also wanted shares of the new company. Wadhwani informed  
9 her that he would have STG's Financial Director contact her the next day. The  
10 following day, instead of STG's Financial Director, Dosanjh's attorney emailed  
11 Jas with the take-it-or-leave-it "Final Offer."

12 103. Defendants made the foregoing misrepresentations to Jas with  
13 knowledge of their falsity.

14 104. By making the foregoing misrepresentations, Defendants intended to  
15 defraud Jas and to induce reliance by Jas for the purpose of inducing Jas to sell  
16 her minority interest.

17 105. In reliance on Defendants' misrepresentations, Jas executed a sale  
18 agreement, whereby she sold her minority interest in EYC to Symphony's EYC  
19 Acquisition for an extremely low value compared to the actual value of her shares.

20 106. Jas justifiably relied on the misrepresentations made by Dosanjh  
21 because Dosanjh made them in the course of their divorce proceedings when he  
22 was represented by lawyers who had an ethical duty to ensure their client  
23 provided accurate information to Jas, her lawyers, and to the UK Court.

24 107. Jas justifiably relied on the misrepresentations made by Wadhwani  
25 because Wadhwani had years of experience in the retail industry, Wadhwani  
26 presented himself to Jas as an expert in the business, Jas believed Wadhwani  
27 knew things that she did not know about the valuation of a business like EYC  
28 Group, and Wadhwani reassured Jas that he was honest and truthful, and that he

1 and his staff would answer truthfully the questions Jas and her lawyers had  
2 regarding Dosanjh's salary, bonus, and shares.

3 108. Had the true facts been known to Jas, she would not have executed  
4 an agreement to sell her shares.

5 109. As a result of her justifiable reliance on Defendants'  
6 misrepresentations, Jas incurred damages in an amount to be determined at trial,  
7 including, but not limited to, the actual value of her minority ownership interest in  
8 EYC Group at the time of acquisition.

9 110. Jas is informed and believes, and based thereon alleges, that in doing  
10 the acts described above, Defendants acted with oppression, fraud, and malice, as  
11 those terms are defined in California Civil Code Section 3294 and, therefore, Jas  
12 is entitled to an award of punitive damages in an appropriate amount to deter  
13 similar conduct in the future.

14 **SECOND CAUSE OF ACTION - FRAUD BY**  
15 **INTENTIONAL MISREPRESENTATION**

16 **(Against All Defendants)**

17 111. Plaintiff realleges and incorporates herein by reference each and  
18 every prior allegation as though fully set forth herein.

19 112. Defendants are liable for fraud by intentional misrepresentation.

20 113. Dosanjh made specific misrepresentations to Jas, through  
21 communications by e-mail and by court filings, as follows:

22 a. On or about August 17, 2009, Dosanjh filed his Narrative with  
23 the UK Court, wherein he falsely represented that EYC Group was "severely cash  
24 strapped," and that he and his senior team were trying to "move the company  
25 away from the verge of administration," which is the term for bankruptcy in  
26 England.

27 b. On November 4, 2009, Dosanjh executed and filed his  
28 Affidavit with the UK Court, wherein he falsely represented that "EYC is in the

1 worst financial position it has ever faced” and that “EYC is facing administration  
2 in December 2009. We have 6 weeks left.”

3 c. In an email to Jas dated August 25, 2010, Dosanjh falsely  
4 represented that EYC lost its most profitable client when in fact, Dosanjh and  
5 Wadhwani were pitching the company with marketing materials branded  
6 “Symphony EYC.”

7 d. In the same email, Dosanjh falsely cast doubt on “EYC’s  
8 ability to survive the future” and falsely represented that he needed “to get a  
9 second job to support my basic needs.”

10 e. Between November 2009 and February 2010, Dosanjh falsely  
11 represented by e-mail to Jas and her attorneys that Wadhwani’s deal term to give  
12 bonus shares to Dosanjh, as reflected in their negotiations between August and  
13 September 2009, was no longer on the table.

14 f. In or about October 2018 and August 18, 2019, Dosanjh  
15 falsely represented by e-mail to Jas and her attorneys that he never received stock  
16 or stock options from any of his consultancy or employment agreements.

17 114. Wadhwani made specific misrepresentations to Jas, through  
18 communications by telephone and in-person meetings, as follows:

19 a. On or about February 4, 2010, Jas had an in-person meeting  
20 with Wadhwani, during which Wadhwani told Jas that he had no idea that she co-  
21 founded EYC Group, and that he would ensure the deal was fair to her. Wadhwani  
22 promised Jas there would be truth and transparency in STG’s acquisition of EYC  
23 Group, and that any questions Jas and her lawyers had regarding Dosanjh’s salary,  
24 bonus, shares, would be answered truthfully.

25 b. On or about September 24, 2010, Jas received a telephone call  
26 from Wadhwani, during which Wadhwani made an offer to Jas for her shares.  
27 When Jas told him she thought her shares were worth more, Wadhwani told her  
28 that EYC Group was not worth anything of value and there were other companies

1 better than EYC Group. When Jas asked him why he had been trying to purchase  
2 EYC Group for more than one year if it was not valuable, Wadhwani mumbled  
3 something about changing market values.

4 c. On or about September 29, 2010, Jas received another  
5 telephone call from Wadhwani, during which Wadhwani again represented to Jas  
6 that EYC Group was not worth anything and that it would be in bankruptcy within  
7 days if Jas continued to object to the sale. Wadhwani asked Jas if she really  
8 wanted all of EYC Group's employees to lose their jobs and homes because of  
9 her. Jas told Wadhwani that she believed her interest was worth more than he was  
10 offering, and she also wanted shares of the new company. Wadhwani informed  
11 her that he would have STG's Financial Director contact her the next day. The  
12 following day, instead of STG's Financial Director, Dosanjh's attorney emailed  
13 Jas with the take-it-or-leave-it "Final Offer."

14 115. Defendants made the foregoing misrepresentations to Jas with  
15 knowledge of their falsity.

16 116. By making the foregoing misrepresentations, Defendants intended to  
17 defraud Jas and to induce reliance by Jas for the purpose of inducing Jas to sell  
18 her minority interest.

19 117. In reliance on Defendants' misrepresentations, Jas executed a sale  
20 agreement, whereby she sold her minority interest in EYC to Symphony's EYC  
21 Acquisition for an extremely low value compared to the actual value of her shares.

22 118. Jas justifiably relied on the misrepresentations made by Dosanjh  
23 because Dosanjh made them in the course of their divorce proceedings when he  
24 was represented by lawyers who had an ethical duty to ensure their client  
25 provided accurate information to Jas, her lawyers, and to the UK Court-

26 119. Jas justifiably relied on the misrepresentations made by Wadhwani  
27 because Wadhwani had years of experience in the retail industry, Wadhwani  
28 presented himself to Jas as an expert in the business, Jas believed Wadhwani

1 knew things that she did not know about the valuation of a business like EYC  
2 Group, and Wadhwani reassured Jas that he was honest and truthful, and that he  
3 and his staff would answer truthfully the questions Jas and her lawyers had  
4 regarding Dosanjh's salary, bonus, and shares.

5 120. As a result of her justifiable reliance on Defendants'  
6 misrepresentations, Jas incurred damages in an amount to be determined at trial,  
7 including, but not limited to, the actual value of her minority ownership interest in  
8 EYC Group at the time of acquisition.

9 121. Jas is informed and believes, and based thereon alleges, that in doing  
10 the acts described above, Defendants acted with oppression, fraud, and malice, as  
11 those terms are defined in California Civil Code Section 3294 and, therefore, Jas  
12 is entitled to an award of punitive damages in an appropriate amount to deter  
13 similar conduct in the future.

### 14 **THIRD CAUSE OF ACTION – FRAUD BY CONCEALMENT**

#### 15 **(Against All Defendants)**

16 122. Plaintiff realleges and incorporates herein by reference each and  
17 every prior allegation as though fully set forth herein.

18 123. Defendants are liable for fraud by concealment.

19 124. Defendants concealed the following material facts from Jas:

20 a. Defendants concealed the material fact that New Mountain and  
21 SymphonyIRI were negotiating New Mountain's substantial investment into  
22 SymphonyIRI as early as August 2010.

23 b. On information and belief, Defendants concealed the material  
24 fact that as part of STG's acquisition of EYC Group, Dosanjh received shares in  
25 one of Wadhwani's companies.

26 125. Defendants had a duty to disclose these material facts.

27 126. Defendants intended to defraud Jas by intentionally concealing these  
28 material facts.

127. Jas was unaware of these material facts until February 2020, when she discovered the article stating that New Mountain announced that it had completed its majority investment in SymphonyIRI after engaging in negotiations beginning in August 2010.

128. Had Jas known about these material facts that were concealed from her, she would not have executed the sale agreement.

129. As a result of Defendants' concealment of these material facts, Jas has incurred damages in an amount to be determined at trial, including, but not limited to, the actual value of her minority ownership interest in EYC Group at the time of EYC Group's acquisition by STG.

130. Jas is informed and believes, and based thereon alleges, that in doing the acts described above, Defendants acted with oppression, fraud, and malice, as those terms are defined in California Civil Code Section 3294 and, therefore, Jas is entitled to an award of punitive damages in an appropriate amount to deter similar conduct in the future.

#### **FOURTH CAUSE OF ACTION – NEGLIGENT MISREPRESENTATION**

##### **(Against All Defendants)**

131. Plaintiff realleges and incorporates herein by reference each and every prior allegation as though fully set forth herein.

132. Defendants are liable for fraud by intentional misrepresentation.

133. Dosanjh made specific misrepresentations to Jas, through communications by e-mail and in court filings, as follows:

a. On or about August 17, 2009, Dosanjh filed his Narrative with the UK Court, wherein he falsely represented that EYC Group was "severely cash strapped," and that he and his senior team were trying to "move the company away from the verge of administration," which is the term for bankruptcy in England.

b. On November 4, 2009, Dosanjh executed and filed his

1 Affidavit with the UK Court, wherein he falsely represented that “EYC is in the  
2 worst financial position it has ever faced” and that “EYC is facing administration  
3 in December 2009. We have 6 weeks left.”

4 c. In an email to Jas dated August 25, 2010, Dosanjh falsely  
5 represented that EYC lost its most profitable client, when in fact, Dosanjh and  
6 Wadhwani were pitching the company with marketing materials branded  
7 “Symphony EYC.”

8 d. In the same email, Dosanjh falsely cast doubt on “EYC’s  
9 ability to survive the future” and falsely represented that he needed “to get a  
10 second job to support my basic needs.”

11 e. Between November 2009 and February 2010, Dosanjh falsely  
12 represented by e-mail to Jas and her attorneys that Wadhwani’s deal term to give  
13 bonus shares to Dosanjh, as reflected in their negotiations between August and  
14 September 2009, was no longer on the table.

15 f. In or about October 2018 and August 18, 2019, Dosanjh  
16 falsely represented by e-mail to Jas and her attorneys that he never received stock  
17 or stock options from any of his consultancy or employment agreements.

18 134. Wadhwani made specific misrepresentations to Jas, through  
19 communications by telephone and in-person meetings, as follows:

20 a. On or about February 4, 2010, Jas had an in-person meeting  
21 with Wadhwani, during which Wadhwani told Jas that he had no idea that she co-  
22 founded EYC Group, and that he would ensure the deal was fair to her. Wadhwani  
23 promised Jas there would be truth and transparency in STG’s acquisition of EYC  
24 Group, and that any questions Jas and her lawyers had regarding Dosanjh’s salary,  
25 bonus, shares, would be answered truthfully.

26 b. On or about September 24, 2010, Jas received a telephone call  
27 from Wadhwani, during which Wadhwani made an offer to Jas for her shares.  
28 When Jas told him she thought her shares were worth more, Wadhwani told her



1 that EYC Group was not worth anything of value and there were other companies  
2 better than EYC Group. When Jas asked him why he had been trying to purchase  
3 EYC Group for more than one year if it was not valuable, Wadhwani mumbled  
4 something about changing market values.

5 c. On or about September 29, 2010, Jas received another  
6 telephone call from Wadhwani, during which Wadhwani again represented to Jas  
7 that EYC Group was not worth anything and that it would be in bankruptcy within  
8 days if Jas continued to object to the sale. Wadhwani asked Jas if she really  
9 wanted all of EYC Group's employees to lose their jobs and homes because of  
10 her. Jas told Wadhwani that she believed her interest was worth more than he was  
11 offering, and she also wanted shares of the new company. Wadhwani informed  
12 her that he would have STG's Financial Director contact her the next day. The  
13 following day, instead of STG's Financial Director, Dosanjh's attorney emailed  
14 Jas with the take-it-or-leave-it "Final Offer."

15 135. Defendants knew, or should have known, that the foregoing  
16 misrepresentations were false.

17 136. In reliance on Defendants' misrepresentations, Jas executed the sale  
18 agreement, whereby she sold her minority interest in EYC to Symphony's EYC  
19 Acquisition for an extremely low value compared to the actual value of her shares.

20 137. Jas justifiably relied on the misrepresentations made by Dosanjh  
21 because Dosanjh made them in the course of their divorce proceedings when he  
22 was represented by lawyers who had an ethical duty to ensure their client  
23 provided accurate information to Jas, her lawyers, and to the UK Court.

24 138. Jas justifiably relied on the misrepresentations made by Wadhwani  
25 because Wadhwani had years of experience in the retail industry, Wadhwani  
26 presented himself to Jas as an expert in the business, Jas believed Wadhwani  
27 knew things that she did not know about the valuation of a business like EYC  
28 Group, and Wadhwani reassured Jas that he was honest and truthful, and that he

1 and his staff would answer truthfully the questions Jas and her lawyers had  
2 regarding Dosanjh's salary, bonus, and shares.

3 139. As a result of her justifiable reliance on Defendants'  
4 misrepresentations, Jas incurred damages in an amount to be determined at trial,  
5 including, but not limited to, the actual value of her minority ownership interest in  
6 EYC at the time of acquisition.

7 140. Jas is informed and believes, and based thereon alleges, that in doing  
8 the acts described above, Defendants acted with oppression, fraud, and malice, as  
9 those terms are defined in California Civil Code Section 3294 and, therefore, Jas  
10 is entitled to an award of punitive damages in an appropriate amount to deter  
11 similar conduct in the future.

## 12 **FIFTH CAUSE OF ACTION – CIVIL CONSPIRACY**

### 13 **(Against All Defendants)**

14 141. Plaintiff realleges and incorporates herein by reference each and  
15 every prior allegation as though fully set forth herein.

16 142. All of the Defendants together formed a conspiracy to commit the  
17 unlawful and fraudulent conduct as described herein.

18 143. On information and belief, there was an agreement between and  
19 among Defendants to commit the unlawful and fraudulent acts and to cooperate in  
20 furtherance of the commission of those unlawful and fraudulent acts. Their  
21 agreement is implied by the conduct of each Defendant because they shared  
22 common knowledge that their conduct was illegal and fraudulent and because of  
23 the nature and structure of their closely-connected companies and employment  
24 arrangements.

25 144. On information and belief, Defendants were aware of the conduct of  
26 each other and of its unlawful nature, and Defendants agreed with each other that  
27 this conduct would be committed and intended that it be committed.

28 145. It was in the interests of each Defendants to commit the unlawful and

1 fraudulent acts described herein because they were financially motivated to induce  
 2 Jas to sell her shares in EYC Group at an extremely low value so that STG  
 3 Technology could acquire EYC Group. Defendants acted in furtherance of their  
 4 own financial gain.

5 146. Plaintiff reasonably relied on Defendant's misrepresentations, and  
 6 Defendant's representations were material to the decision of Plaintiff to sell her  
 7 EYC Group's interest.

8 147. As a direct and proximate result of Defendants' unlawful and  
 9 fraudulent conduct, Plaintiff has suffered injury in fact and lost money in an  
 10 amount to be determined at trial, including, but not limited to, the actual value of  
 11 her minority ownership interest in EYC at the time of acquisition.

12 148. Each of the Defendants is jointly and severally liable for the conduct  
 13 committed by the conspiracy.

#### 14 **PRAYER**

15 Plaintiff prays for judgment against all of the Defendants in each of the  
 16 causes of action as follows:

- 17 1. For compensatory damages according to proof.
- 18 2. For general and special damages according to proof.
- 19 3. For punitive damages.
- 20 4. For attorney's fees and costs.
- 21 5. For such other and further relief as the Court deems just and proper.

22  
 23 Dated: March 5, 2021

**REVOLVE LAW GROUP LLP**

24 By: 

25 Kimberly A. Wright  
 26 Attorneys for Plaintiff  
 27  
 28


**DEMAND FOR JURY TRIAL**

Pursuant to Fed. R. Civ. Proc. 38(b), Plaintiff demands a trial by jury on all issues so triable.

Dated: March 5, 2021

**REVOLVE LAW GROUP LLP**

By: \_\_\_\_\_

  
Kimberly A. Wright  
Attorneys for Plaintiff

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